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CLERK US DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA
BY KNH DEPUTY

Attorneys for Plaintiff SPEEDPLAY, INC.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA,

SPEEDPLAY, INC., a California corporation, Plaintiff, v. BICYCLEBUYS, an entity of unknown origin d.b.a. BICYCLEBUYS.COM; NEIL IR, an individual and d.b.a. BICYCLEBUYS.COM; and DOES 1-10 inclusive, Defendants.	Case No.: '08 CV 0419 JLS POR **COMPLAINT BY SPEEDPLAY, INC. FOR DAMAGES AND INJUNCTIVE RELIEF FOR:** **(1) COPYRIGHT INFRINGEMENT** **(2) LANHAM ACT VIOLATIONS** **(3) UNFAIR COMPETITION AND** **(4) INTERFERENCE WITH CONTRACT**

I.

JURISDICTION

1. Subject matter jurisdiction lies in this Court pursuant to 28 U.S.C. Sections 1331 and 1338, and 15 U.S.C. Section 1121, because this action arises out of, amongst other claims, copyright and Lanham Act claims. Jurisdiction over the remaining state law claims for relief is proper under 28 U.S.C. Section 1367.

2. Personal jurisdiction lies over the defendants herein because the disputes which form the basis for relief arose in this judicial district; because defendants sell products through an interactive Web site into this judicial district and the State of

California generally, forming continuous and systematic contacts with this state and with customers in this state and this judicial district; and because the harm suffered by plaintiff arose and continues to arise in this judicial district.

II.

THE PARTIES

3. Plaintiff Speedplay, Inc. ("Speedplay") is a California corporation with its principal place of business located at 10151 Pacific Mesa Blvd. #107, San Diego, California, 92121. Speedplay is the manufacturer of high performance, innovative, and immensely popular bicycle pedals. It has spent substantial amounts of money and time designing, building, and protecting its brands, products, services, and advertising and marketing materials (including its Web site) in order to ensure its ongoing valuable goodwill in its business.

4. Defendant BicycleBuys is an entity of unknown origin. It and the other defendants operate a Web site located at http://www.bicyclebuys.com. On information and belief, BicycleBuys operates from a storefront or other business located at 165 Rt. 110, Huntington Station, New York.

5. Defendant Neil Ir is, on information and belief, a principal of Defendant BicycleBuys and operates said entity and the BicycleBuys.com Web site in concert with defendants DOES 1-10. On information and belief, Defendant Ir is a resident of the State of New York.

6. DOES 1-10 are fictitious defendants. Plaintiffs are ignorant of the true names and capacities or basis for liability of Does 1 through 10, inclusive, and therefore have sued said Defendants by the above names that are fictitious. Plaintiffs will amend this complaint by inserting the true names in lieu of the fictitious names when the true names are ascertained.

7. Plaintiff is informed and believes, and on that basis alleges, that each of the Defendants is the agent, partner, joint venturer, employer, alter ego and/or employee of the

other Defendants, and in doing the things alleged here, was acting within the course and scope of such agency or employment.

III.

BACKGROUND OF FACTS

8. Plaintiff maintains a Web site located at http://www.speedplay.com. The Web site and its content have been copyrighted by Speedplay. Effective March 30, 2007, copyright registrations were obtained for Speedplay's pre-September 2006 and post-September, 2006 versions of its Web site. True and correct copies of those registrations are attached hereto as Exhibits A and B respectively. The registrations protect Speedplay's original Web site photographs and text, among other things. Speedplay's Web site is clearly marked as claiming copyright protection and has been during all relevant times herein.

9. Plaintiff also has a word trademark for "Speedplay" registered in IC 025 for, amongst other things, bicycles and bicycle parts, and specifically including pedals and cleats. The mark was registered on February 18, 1997 (Reg. No. 2039206) and is now incontestable. A true and correct copy of the USPTO's "TESS" trademark system showing the details of this registration is attached hereto as Exhibit C.

10. In order to protect its intellectual property, ensure proper distribution of its product, maintain a high quality reputation, and ensure its ultimate customers receive high quality products and services, Speedplay enters into contractual relationships with certain retailers which then become authorized retailers of Speedplay products. Consumers purchasing from authorized Speedplay retailers are ensured that they are getting genuine Speedplay product new from the factory and "in the box," that such product is of the highest quality, and that Speedplay's express warranties will be honored (by both Speedplay and the authorized retailers).

11. On and after March 30, 2007, Defendants began displaying on their Web site, without authorization, Speedplay's mark and copyrighted photographs and text from Speedplay's Web site. Defendants did so with the express attempt to sell Speedplay

bicycle pedals, cleats, and other products as "new," "in the box," and subject to manufacturer's warranties when, in fact, such product is not considered "new" or "in the box" and is not subject to manufacturer's warranties. It has instead been obtained clandestinely from one or more of Speedplay's authorized retailer(s) in violation of Speedplay's contract(s) with such retailer(s). Indeed, before Defendants resell the product, they cut out the serial numbers on the boxes and remove the warranty cards, specifically so that customers are deterred from asserting warranty claims and so that Speedplay cannot "trace back" the product to Defendants' suppliers. This is particularly dangerous should Speedplay issue a recall of a product, because Speedplay will have no record of the consumer's purchase and cannot provide notice of any defect or warranty right to the consumer.

12. The products being sold to consumers that purchase from Defendants are not subject to Speedplay's warranties and cannot be considered "new" and "in the box" as Defendants expressly and/or impliedly represent to their customers. Moreover, Defendants' use of Speedplay's trademark and copyrighted photographs and text is misleading in that it falsely represents and warrants to customers of Defendants that they are buying directly from an authorized retailer of Speedplay, that Speedplay's express warranties are applicable, and that the product is "new" and "in the box."

13. Furthermore, Defendants have been advertising their products and services on the Web through Yahoo! Search Marketing, on places such as eBay. Indeed, Defendants have used the term "Speedplay" as a keyword search term in its arrangements with Yahoo! Search Marketing to trigger advertisements for their products and services through a display of Speedplay's mark. When a user clicks on Speedplay's trademark in the advertisement, the Web user is transferred to Defendants' Web site, and not the Web site of either Speedplay or one of Speedplay's authorized retailers.

14. Finally, Speedplay enters into license and resale agreements with its authorized retailers. Such agreements specifically preclude sales by the authorized retailers to other entities or persons intended for resale. On information and belief,

Defendants have made arrangements with one or more of Speedplay's authorized retailers to obtain product for resale in violation of these agreements. On information and belief, Defendants have made such arrangements knowing that such sales are violations of the contracts between Speedplay and their authorized retailers with the intent to cause one or more authorized retailers to breach their contract(s) with Speedplay. Defendants are particularly aware of the content of these contracts because of their relationship with their supplier(s).

15. All of Defendants' activities as set forth above are unauthorized.

16. Prior to January, 2008, Speedplay objected orally to Defendants' conduct and demanded that Defendants (a) stop selling Speedplay's product as "new," "in the box," and expressly or impliedly subject to Speedplay's warranties, and (b) stop advertising or marketing using plaintiff's trademark and copyrighted photographs and text. Defendants refused to comply.

17. Thereafter, on or about January 25, 2008, plaintiff, through counsel, sent a cease and desist letter to Defendant BicycleBuys demanding that the unauthorized conduct cease. Defendant Neil Ir on behalf of BicycleBuys admitted in writing in response that (a) he sells Speedplay pedals online, (b) he purchases the product from other retailers because BicycleBuys is no longer an authorized retailer, and (c) all the product he sells is "brand new in the box," but he "cut[s] out the serial numbers so they do not trace back to our suppliers." Defendant Ir also represented in the letter that BicycleBuys was in the process of "taking our own pictures in place of [Speedplay's] pictures" and redoing "all the editorial with our words instead of [Speedplay's]."

18. Thereafter, Defendants began removing Speedplay's copyrighted photographs and text from their Web site and replacing them with their own content. However, despite further written demand, Defendants have refused to discontinue their use of Speedplay's trademark and continue to sell Speedplay product as "new," "in the box," and expressly or impliedly subject to manufacturer's warranties when in fact such express or implied representations are false or misleading.

IV.

FIRST CLAIM FOR RELIEF

FOR INTENTIONAL COPYRIGHT INFRINGEMENT AGAINST ALL DEFENDANTS

19. Plaintiff realleges and incorporates herein by reference the allegations of paragraphs 1 through 18, inclusive, of this Complaint.

20. Plaintiff has complied in all respects with the Copyright Act, 17 U.S.C. § 101 *et seq*. and all other laws governing copyright, with respect to its Web site. Plaintiff's Web site, displayed and published by Plaintiff, bears a notice of copyright ownership. The content, selection, coordination, and arrangement of the information on Plaintiff's site have resulted in works which, in each instance and as a whole, constitute original works of authorship.

21. These original works of authorship have become fixed in a tangible medium of expression and are copyrightable under the Copyright Act. As set forth above, Plaintiff has obtained federal copyright registrations for its site. Plaintiff also has common law copyright rights in its original published works.

22. At all times relevant hereto, Plaintiff has been and still is the holder of the exclusive rights under the Copyright Act to reproduce, adapt, perform, distribute, display, exhibit, and license the reproduction, adaptation, display, performance, distribution, exhibition, and other use of the text, photographs, content, metadata, codes, and graphics (and the selection, coordination, and arrangement of same) contained in its site.

23. Plaintiff has invested substantial time, effort, and monies in the creation, display, and public distribution of its site, based in part upon the opportunity to recover such investment from its copyrighted content and the revenues and business advantages the copyrighted content provides in connection with Plaintiff's business.

24. Defendants' site is operated in direct competition with Plaintiff's site and contain or contained copies of significant portions of the content of Plaintiff's site, or

content that is substantially similar thereto, specifically, directly copied photographs and text describing and depicting Plaintiff's products.

25. Plaintiff is informed and believes and thereupon alleges that Defendants had access to the content of Plaintiff's site, and acquired possession of the content of Plaintiff's site by directly and/or substantially copying that information without Plaintiff's authorization or consent. Further, Defendants have intentionally reproduced, displayed, adapted, exhibited, and/or publicly distributed the content of Plaintiff's site on their site without Plaintiff's authorization or consent.

26. Defendants, without the permission or consent of Plaintiff, have reproduced, displayed, adapted, exhibited and/or publicly distributed the copyrighted content of Plaintiff's site. Plaintiff has never authorized Defendants, by license, assignment, transfer, or otherwise, to copy, reproduce, display, adapt, exhibit, and/or distribute the above-identified content of Plaintiff's site.

27. By intentionally copying, reproducing, displaying, adapting, exhibiting, and/or distributing the above-identified content of Plaintiff's site, Defendants have directly, contributorily, and/or vicariously infringed Plaintiff's exclusive rights in those copyrighted works. By means of the unlawful conduct alleged herein, Defendants have infringed and will continue to infringe Plaintiff's valuable copyrights in the content of its site described herein.

28. On information and belief, Defendants have each knowingly and systematically participated in, facilitated, materially contributed to, and/or encouraged the unauthorized copying, reproducing, displaying, adapting, exhibiting, and/or public distributing of Plaintiff's copyrighted content, and each of the Defendants have actual and constructive knowledge of the infringements committed on and through Defendants' site and have had (and continue to have) the ability to control or halt such conduct at all relevant times. On further information and belief, Defendants have also each knowingly and systematically participated in, facilitated, materially contributed to, and/or encouraged the unauthorized copying, reproducing, displaying, adapting, exhibiting, and/or public

distributing of Plaintiff's copyrighted content by each other, with actual and constructive knowledge of the infringements committed by and through each other. On further information and belief, at all relevant times, each of the Defendants had the right, ability, and opportunity to halt and/or control the unlawful conduct of each other alleged herein.

29. On information and belief, each of the Defendants, through: (a) their active participation in the infringing conduct of each other; (b) their assistance of and material contribution to each other in the infringing conduct; (c) their supervision of and ability to control or halt the infringing conduct of each other; and (d) the substantial, direct financial benefits that each of Defendants has derived and continues to derive from all of the aforesaid acts, all with full knowledge of their unlawfulness, is contributorily and vicariously liable for the unlawful infringing conduct of each of the other Defendants.

30. Plaintiff is informed and believes, and on that basis alleges, that Defendants' acts of infringement as alleged herein were committed knowingly, intentionally, maliciously, and willfully, and in flagrant disregard of and indifference to the rights and property of Plaintiff.

31. As a direct and proximate result of Defendants' unlawful acts as described herein, Plaintiff has suffered and will continue to suffer injury to its business, goodwill, and property. By means of the unauthorized conduct alleged herein, Defendants have deprived and will continue to deprive Plaintiff and its authorized retailers of revenues on the sale of Plaintiff's products. On information and belief, Defendants have also derived substantial financial benefit from their unlawful conduct with respect to Plaintiff's copyrighted material, as well as from the unlawful and infringing conduct of each other.

32. Each infringing act of copying, reproducing, displaying, adapting, exhibiting, and/or distributing the content of Plaintiff's site (each photograph and portion of text), as well as the continuing threat of the same, constitutes a separate claim against Defendants under the Copyright Act. Each post, copy, reproduction, adaptation, exhibition, display, and/or distribution of Plaintiff's copyrighted materials on and through Defendants' site constitutes a separate and distinct act of infringement, whether committed by individual

Defendants or combinations of them. Plaintiff has sustained, and will continue to sustain, substantial damage to the value of its business, in that the previously-described activities of Defendants have diminished and will continue to diminish the revenue which Plaintiff would otherwise receive from the use of its copyrighted works. In addition, Defendants have realized unlawful and unjust profits from the unauthorized and illegal copying, reproduction, adaptation, exhibition, and/or displaying of the above-referenced content of Plaintiff's copyrighted works.

33. Plaintiff is entitled to recover from Defendants the damages, including attorneys' fees, it has sustained and will sustain, and any gains, profits, and advantages obtained by Defendants as a result of Defendants' acts of infringement alleged above. Plaintiffs are also entitled to seek statutory damages of up to $150,000 for each instance of willful infringement by each Defendant as provided by 17 U.S.C. § 504(c). At present, the amount of such damages to Plaintiff and the gains, profits, and advantages Defendants have obtained by reason of the unlawful conduct described herein cannot be fully ascertained by Plaintiff, but is believed to exceed $1,000,000.00.

34. As a result of Defendants' acts of intentional direct, contributory, and/or vicarious infringement, Plaintiff is suffering irreparable harm. Accordingly, Plaintiff requests that this Court grant the injunctive relief prayed for herein. Unless Defendants are preliminarily and permanently enjoined from committing the unlawful acts described herein, Plaintiff will continue to suffer irreparable harm. Plaintiff's harm is irreparable because it is extremely difficult to ascertain the amount of compensation which will afford Plaintiff adequate relief if Defendants are not enjoined at this time, in part because of the nature of intellectual property. Plaintiff is entitled, pursuant to 17 U.S.C. § 502, to injunctive relief in the form of a temporary restraining order, a preliminary injunction, and/or a permanent injunction restraining Defendants and all persons acting in concert with them, from engaging in any further such acts in violation of the Copyright Act and from operating Defendants' sites in a manner so as to advertise or sell Plaintiff's products.

V.

SECOND CLAIM FOR RELIEF

FOR INTENTIONAL VIOLATIONS OF THE LANHAM ACT AGAINST ALL DEFENDANTS

35. Plaintiff repeats and realleges the allegations in paragraphs 1 through 34 above as if fully set forth herein.

36. Plaintiff and Defendants are currently engaged in competition in interstate commerce by way of their respective businesses.

37. As set forth above, Defendants have used Plaintiff's trademark in a matter which has had a substantial effect on interstate commerce, and constitutes false advertising, false designation of origin, and/or false description and/or representation of fact that is likely to cause confusion concerning the affiliation, connection, or association of Plaintiff and its authorized retailers and Defendants, and/or concerning Plaintiff's offering of express warranties to customers of Defendants.

38. Upon information and belief, Defendants, in engaging in the conduct described herein, willfully intended to compete unlawfully with Plaintiff and its authorized retailers causing injury to Plaintiff directly and indirectly.

39. As a direct and proximate result of Defendants' unlawful acts as set forth above, including but not limited to their continuing sale of Plaintiff's products as "new" and "in the box," together with misrepresentations designed to fool purchasers of Plaintiff's product into falsely believing that they are buying new product subject to express warranties by Plaintiff as an authorized dealer, Plaintiff has suffered injury to its business, goodwill, and property. In addition, Defendants have put purchasers of Plaintiff's product at risk by selling the product unlawfully in a manner that, for example, precludes Plaintiff from issuing product recalls or warranty information to the purchasers if necessary.

40. Plaintiff is entitled to recover from Defendants the damages it has sustained and will sustain as a result of Defendants' wrongful conduct as alleged herein. Plaintiff is further entitled to recover from Defendants the gains, profits and advantages that

Defendants have obtained as a result of the wrongful conduct alleged herein. Plaintiff, at present, is unable to ascertain the full extent of its damages, or the gains, profits, and advantages that Defendants have obtained by reason of the wrongful conduct described herein, but will amend this Complaint and/or assert the amount of such losses at or prior to trial

41. Plaintiff is entitled, pursuant to 15 U.S.C. § 1116, to an injunction restraining Defendants and their agents and employees, and all persons acting in concert with them, from engaging in any further such acts of unfair competition in violation of the Lanham Act.

42. Plaintiff has no adequate remedy at law. Unless Defendants are preliminarily and permanently enjoined from committing these unlawful acts as set forth above, including the improper misrepresentations to Plaintiff's business affiliates, Plaintiff will continue to suffer irreparable harm.

VI.

THIRD CLAIM FOR RELIEF

FOR STATE LAW UNFAIR COMPETITION AGAINST ALL DEFENDANTS

43. Plaintiff realleges and incorporates herein by reference the allegations of paragraphs 1 through 42, inclusive, of this Complaint.

44. Plaintiff is informed and believes, and on that basis alleges, that Defendants' conduct as alleged in this Complaint involving the willful and intentional unlawful infringement of Plaintiff's copyrighted materials and trademark for use in direct competition with Plaintiff to the benefit of Defendants and the deception of the public constitutes unlawful, unfair, and/or fraudulent business acts or practices in violation of California Business & Professions Code § 17200 *et seq.* that has a substantial effect on commerce, resulting in Defendants' unjust enrichment and great detriment to Plaintiff. On information and belief, Defendants willfully intended to trade on the business goodwill of

Plaintiff and its intellectual property, and to deceive the public and cause injury to Plaintiff through their acts of unfair competition as described herein.

45. On information and belief, Plaintiff alleges that Defendants are continuing to engage in one or more acts of unfair competition involving the conduct alleged in this Complaint (and related conduct) to Plaintiff's substantial economic detriment, including willful and intentional unlawful infringement of Plaintiff's copyrighted materials and trademark for use in direct competition with Plaintiff and deception of the public with the knowledge, aid, encouragement, and support of each other.

46. As a direct and proximate result of Defendants' unlawful acts as described herein, Plaintiff has suffered and will continue to suffer injury to its business, goodwill, and property.

47. Furthermore, Plaintiff has no adequate remedy at law to compel Defendants to cease their wrongful acts, and therefore seeks injunctive relief. Unless the Court grants an injunction, Plaintiff will be compelled to prosecute a multiplicity of actions to remedy this continuing unfair, unlawful, and/or fraudulent conduct. Further, unless Defendants are preliminarily and permanently enjoined from committing the unlawful acts described herein, Plaintiff will continue to suffer irreparable harm. Plaintiff's damages are irreparable because it is extremely difficult to ascertain the amount of compensation which will afford Plaintiff adequate relief if Defendants are not enjoined at this time, in part because of the nature of intellectual property. Plaintiff is entitled, pursuant to California Business & Professions Code §§ 17203 and 17535, to injunctive relief in the form of a temporary restraining order, a preliminary injunction, and/or a permanent injunction restraining Defendants, their officers, agents and employees, and all persons acting in concert with them, from engaging in any further such acts of unfair competition.

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VII.

FOURTH CLAIM FOR RELIEF

FOR INTENTIONAL INTERFERENCE WITH CONTRACT AND PROSPECTIVE ECONOMIC ADVANTAGE AGAINST ALL DEFENDANTS

48. Plaintiff realleges and incorporates herein by reference the allegations of paragraphs 1 through 47, inclusive, of this Complaint.

49. Plaintiff has valid and enforceable contracts with its authorized retailers. These contracts limit the manner in which authorized retailers may sell Speedplay products. At least one of these authorized retailers is selling product in violation of its contract to the Defendants for resale on or through BicycleBuys.com.

50. Defendants have direct knowledge of these contracts, including the one or ones being violated.

51. Defendants committed acts designed to induce the authorized retailer(s) into selling Plaintiff's product to Defendants for resale in breach of the contract(s) with Speedplay.

52. The acts of Defendants have caused authorized retailer(s) to breach the contract(s) with Speedplay and put the relationship between Plaintiff and one or more of its authorized retailers at risk.

53. The acts of Defendants are intentionally wrongful and include numerous acts in violation of law, including misuse of the Plaintiff's trademark, infringement of the Plaintiff's copyrighted works, and unfair competition in violation of California Business and Professions Code causing damage to Plaintiff and to other authorized retailers who have not breached their agreements with Plaintiff.

54. As a direct and proximate result of Defendants' unlawful acts as described herein, Plaintiff has suffered and will continue to suffer damages and injury to its business, goodwill, and property, as well as to its relationships with authorized retailers.

55. Furthermore, Plaintiff has no adequate remedy at law to compel Defendants to cease their wrongful acts, and therefore seeks injunctive relief. Unless the Court grants

an injunction, Plaintiff will be compelled to prosecute a multiplicity of actions to remedy this continuing unfair, unlawful, and/or fraudulent conduct. Further, unless Defendants are preliminarily and permanently enjoined from committing the unlawful acts described herein, Plaintiff will continue to suffer irreparable harm. Plaintiff's damages are irreparable because it is extremely difficult to ascertain the amount of compensation which will afford Plaintiff adequate relief if Defendants are not enjoined at this time.

VIII.

PRAYER FOR RELIEF

Wherefore, plaintiff Speedplay, Inc. requests that judgment be entered in its favor and against the Defendants, and each of them, as follows:

1) On the First Claim for Relief, for statutory damages in the sum of $150,000.00 for each photograph or text copied by Defendants from Speedplay's Web site located at http://www.speedplay.com to Defendants' Web site located at http://www.bicyclebuys.com; for attorney's fees; and for exemplary damages in an amount sufficient to punish and deter Defendants from further copyright infringement, all in excess of $1,000,000.00 in an amount to be proven at trial;

2) On the Second Claim for Relief, for compensatory and treble damages, together with attorneys' fees;

3) On the Fourth Claim for Relief, for compensatory and punitive damages in an amount sufficient to punish and deter Defendants from further interference with Speedplay's contracts with its authorized retailers;

6) On all claims for relief, for an injunction preliminarily and permanently enjoining Defendants, and each of them, from further copyright infringement, trademark infringement, trademark dilution, false advertising, interference with contract, and unfair competition, including selling Speedplay product as "new," "in the box," and/or subject to Speedplay's express warranties by or through the use of plaintiff's copyrighted

photographs, copyrighted text, trademark, or other unlawful, fraudulent, or misleading advertising or marketing means;

7) For an order requiring Defendants, pursuant to 15 U.S.C. § 1116(a), to file with the Court and to serve on Plaintiff within thirty (30) days after service of an injunction order as requested herein, a report in writing under oath setting forth in detail the manner and form in which they have complied with the Court's order;

8) For an accounting of all of the profits realized by Defendants, or others acting in concert or participation with them, from Defendants' acts of unfair competition, described herein;

9) For an order requiring Defendants to account for and pay to Plaintiff all gains, profits, and advantages derived from their unlawful conduct, including the web site www.bicyclebuys.com, as alleged herein;

10) For an order finding that all gains, profits, and advantages derived by Defendants from their unlawful conduct alleged herein be deemed to be in constructive trust for the benefit of Plaintiff;

11) For Plaintiff's actual damages as a result of Defendants' unlawful conduct alleged herein, and for any additional profits attributable to Defendants' wrongful, illegal and anticompetitive conduct, according to proof;

12) For general and special damages according to proof at trial on any and all causes of action for which such relief has not already been requested above;

13) For costs of suit herein;

14) For an award of attorneys' fees;

15) For pre-judgment and post-judgment interest on the damages and other amounts awarded against Defendants; and

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16) For such other and further relief as this Court deems just and proper.

Dated: March 5, 2008

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By [signature]
ROBERT S. GERBER
MICHAEL MURPHY
Attorneys for Plaintiff
SPEEDPLAY, INC.

DEMAND FOR JURY TRIAL

Plaintiff SPEEDPLAY, INC., respectfully demands a trial by jury on all issues which may be so tried.

Dated: March 5, 2008

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By [signature]

ROBERT S. GERBER
MICHAEL MURPHY
Attorneys for Plaintiff
SPEEDPLAY, INC.

EXHIBIT A

Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Form VA
For a Work of the Visual Arts

VA 1-409-003

EFFECTIVE DATE OF REGISTRATION

March 30 2007
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

1

Title of This Work ▼
Speedplay Website (I)

NATURE OF THIS WORK ▼ See instructions
Website photographs and text

Previous or Alternative Titles ▼
Speedplay com Website (pre-September 2006 update)

Publication as a Contribution If this work was published as a contribution to a periodical serial or collection, give information about the collective work in which the contribution appeared. **Title of Collective Work** ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

a **NAME OF AUTHOR** ▼
Speedplay Inc

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
☑ Yes
☐ No

Author's Nationality or Domicile
Name of Country
OR { Citizen of ______
Domiciled in California, USA

Was This Author's Contribution to the Work
Anonymous? ☐ Yes ☑ No
Pseudonymous? ☐ Yes ☑ No
If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). **See instructions**
☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2 Dimensional artwork ☑ Photograph ☑ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

NOTE
Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

b **Name of Author** ▼

Dates of Birth and Death
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

Author's Nationality or Domicile
Name of Country
OR { Citizen of ______
Domiciled in ______

Was This Author's Contribution to the Work
Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No
If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es) **See instructions**
☐ 3 Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2 Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

3

a **Year in Which Creation of This Work Was Completed**
2005 Year
This information must be given in all cases.

b **Date and Nation of First Publication of This Particular Work**
Complete this information ONLY if this work has been published.
Month August Day 4 Year 2005
USA Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 ▼
Speedplay Inc
10151 Pacific Mesa Blvd Suite 107 San Diego California 92121

See instructions before completing this space

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright ▼

DO NOT WRITE HERE OFFICE USE ONLY

APPLICATION RECEIVED
May 8 2007
ONE DEPOSIT RECEIVED 3/30/07
May 8 2007 6/26/07
TWO DEPOSITS RECEIVED
FUNDS RECEIVED

MORE ON BACK ▶ Complete all applicable spaces (numbers 5-8) on the reverse side of this page.
See detailed instructions. Sign the form at line 8.

DO NOT WRITE HERE
Page 1 of 2 pages

Exhibit A
Page 1 of 2

EXAMINED BY [signature] | FORM VA

CHECKED BY

☑ CORRESPONDENCE Yes

FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

5

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?
☐ Yes ☑ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼
a. ☐ This is the first published edition of a work previously registered in unpublished form.
b. ☐ This is the first application submitted by this author as copyright claimant.
c. ☐ This is a changed version of the work, as shown by space 6 on this application.
If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

6

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.
a Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

Website photographs and text

See instructions before completing this space.

b Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

Additional photographs and text to website

7

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
a Name ▼ Account Number ▼

b **CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Susan Hwang, Esq
Sheppard, Mullin, Richter & Hampton LLP 333 South Hope Street, 48th Floor, Los Angeles, CA 90071

Area code and daytime telephone number (213) 620 1780 Fax number (213) 620-1398
Email shwang@sheppardmullin.com

8

CERTIFICATION* I, the undersigned, hereby certify that I am the
check only one ▶
☐ author
☐ other copyright claimant
☐ owner of exclusive right(s)
☑ authorized agent of Speedplay, Inc
Name of author or other copyright claimant, or owner of exclusive right(s) ▲
of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.
Sharon Worman Bryne Date April 27 2007

Handwritten signature (X) ▼
x [signature]

9

Certificate will be mailed in window envelope to this address:

Name ▼	Susan Hwang, Esq
Number/Street/Apt ▼	333 South Hope Street 48th Floor
City/State/ZIP ▼	Los Angeles California 90071

Complete all necessary spaces
Sign your application in space 8
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material
Library of Congress
Copyright Office
101 Independence Avenue SE
Washington DC 20559-6000

*17 USC §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than $2,500.

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U.S. Government Printing Office

Exhibit A
Page 2 of 2

Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Form VA
For a Work of the Visual Arts

VA 1-409-004

EFFECTIVE DATE OF REGISTRATION

March 30 2007
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

1

Title of This Work ▼
Speedplay Website (II)

NATURE OF THIS WORK ▼ See instructions
Website photographs and text

Previous or Alternative Titles ▼
Speedplay.com Website (September 2006 update)

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

NAME OF AUTHOR ▼
a Speedplay Inc

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? ☑ Yes ☐ No

Author's Nationality or Domicile
Name of Country
OR { Citizen of ___ / Domiciled in California, USA

Was This Author's Contribution to the Work
Anonymous? ☐ Yes ☑ No
Pseudonymous? ☐ Yes ☑ No
If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions
☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☑ Photograph ☑ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

b Name of Author ▼

Dates of Birth and Death
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☐ No

Author's Nationality or Domicile
Name of Country
OR { Citizen of ___ / Domiciled in ___

Was This Author's Contribution to the Work
Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No
If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions
☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

3

a Year in Which Creation of This Work Was Completed 2006 Year
This information must be given in all cases.

b Date and Nation of First Publication of This Particular Work
Complete this information ONLY if this work has been published.
Month September Day 27 Year 2006
USA Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼
Speedplay Inc
10151 Pacific Mesa Blvd Suite 107 San Diego California 92121

See instructions before completing this space.

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright ▼

DO NOT WRITE HERE / OFFICE USE ONLY

APPLICATION RECEIVED
May 8 2007

ONE DEPOSIT RECEIVED
May 8 2007 6/21/07

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK ▶ Complete all applicable spaces (numbers 5-9) on the reverse side of this page. See detailed instructions. Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of 2 pages

Exhibit B
Page 1 of 2

EXAMINED BY Wrc | FORM VA

CHECKED BY

☑ CORRESPONDENCE Yes

FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office? **5**

☐ Yes ☑ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

a. ☐ This is the first published edition of a work previously registered in unpublished form.

b. ☐ This is the first application submitted by this author as copyright claimant.

c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation. **6**

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

Website photographs and text **a**

See instructions before completing this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

Additional photographs and text to website **b**

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account. **7**

Name ▼ Account Number ▼ **a**

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼ **b**

Susan Hwang, Esq
Sheppard, Mullin, Richter & Hampton LLP 333 South Hope Street, 48th Floor Los Angeles CA 90071

Area code and daytime telephone number (213) 620-1780 Fax number (213) 620-1398

Email shwang@sheppardmullin.com

CERTIFICATION* I, the undersigned, hereby certify that I am the **8**

check only one ▶
☐ author
☐ other copyright claimant
☐ owner of exclusive right(s)
☑ authorized agent of Speedplay, Inc
Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Sharon Worman Bryne Date April 27 2007

Handwritten signature (X) ▼

x Sharon Worman-Bryne

9

Certificate will be mailed in window envelope to this address:

Name ▼
Susan Hwang, Esq

Number/Street/Apt ▼
333 South Hope Street, 48th Floor

City/State/ZIP ▼
Los Angeles, California 90071

Complete all necessary spaces
Sign your application in space 8

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

*17 USC §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than $2,500.

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Exhibit B
Page 2 of 2

EXHIBIT C

Exhibit C
Page 1 of 2

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Sat Feb 2 04:09:00 EST 2008

Logout Please logout when you are done to release system resources allocated for you.

Start **List At:** **OR** Jump **to record:** **Record 3 out of 5**

Typed Drawing

Word Mark	**SPEEDPLAY**
Goods and Services	IC 025. US 022 039. G & S: for clothing for use in connection with cycling, namely pants, shirts, jackets,sweaters, vests, footwear, caps, hats and visors. FIRST USE: 19910920. FIRST USE IN COMMERCE: 19910920 IC 012. US 019 021 023 031 035 044. G & S: [bicycles and bicycle parts; namely, aerodynamic enhancers for bicycles; namely, fairings, wheel covers and cable covers, baby carriers for bicycles,] water bottles [and water bottle cages, bottom brackets, brakes and brake parts; namely, brake levers, cables and brake shoes, chains, chain cleaners, bicycle racks and carriers, bicycle covers, derailleurs, frame sets, handlebar grips, handlebars, handlebar stems, handlebar tape and coverings, headsets, hubs, bicycle locks, bicycle mirrors, odometers,] pedals and cleats, [tires and inner-tubes, pumps, repair stands, rims,] saddles, [saddle covers, speedometers, wheel spokes and nipples,] bicycle tool kits, [wheels, reflectors and visibility enhancers, seat posts, shock absorbers, and bicycle parts cleaners]. FIRST USE: 19910920. FIRST USE IN COMMERCE: 19910920
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	74183110

Filing Date	July 8, 1991
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	July 14, 1992
Registration Number	2039206
Registration Date	February 18, 1997
Owner	(REGISTRANT) BRYNE, RICHARD M. INDIVIDUAL UNITED STATES 2172 Pine Street San Diego CALIFORNIA 92103 (LAST LISTED OWNER) SPEEDPLAY, INC. CORPORATION CALIFORNIA 10151 PACIFIC MESA BLVD. SAN DIEGO CALIFORNIA 92121
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	SUSAN HWANG
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070414.
Renewal	1ST RENEWAL 20070414
Live/Dead Indicator	LIVE

Exhibit C
Page 2 of 2

TESS HOME | NEW USER | STRUCTURED | FREE FORM | BROWSE DICT | SEARCH OG | TOP | HELP | PREV LIST | CURR LIST | NEXT LIST | FIRST DOC | PREV DOC | NEXT DOC | LAST DOC

|.HOME | SITE INDEX| SEARCH | eBUSINESS | HELP | PRIVACY POLICY

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
SPEEDPLAY, INC., a California corporation

DEFENDANTS BICYCLEBUYS.COM, an entity of unknown origin d.b.a. BICYCLEBUYS.COM, NEIL IR, an individual and d.b.a. BICYCLEBUYS.COM; and DOES 1-10 Inclusive

2008 MAR -5 PM 3:29

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant San Diego
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
Robert S. Gerber, Cal. Bar No. 137961
Michael Murphy, Cal. Bar No. 234695
Sheppard, Mullin, Richter & Hampton, LLP
12275 El Camino Real, Suite 200
San Diego, CA 92130-2006
Telephone: (858) 720-8900
Facsimile: (858) 509-3691

Attorneys (If Known) BY KNK DEPUTY

'08 CV 0419 JLS POR

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
☐ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☐ 190 Other Contract
☐ 195 Contract Product Liability
☐ 196 Franchise

REAL PROPERTY
☐ 210 Land Condemnation
☐ 220 Foreclosure
☐ 230 Rent Lease & Ejectment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Federal Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury

PERSONAL INJURY
☐ 362 Personal Injury— Med. Malpractice
☐ 365 Personal Injury — Product Liability
☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
☐ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

CIVIL RIGHTS
☐ 441 Voting
☐ 442 Employment
☐ 443 Housing/ Accommodations
☐ 444 Welfare
☐ 445 Amer. w/Disabilities - Employment
☐ 446 Amer. w/Disabilities - Other
☐ 440 Other Civil Rights

PRISONER PETITIONS
☐ 510 Motions to Vacate Sentence
Habeas Corpus:
☐ 530 General
☐ 535 Death Penalty
☐ 540 Mandamus & Other
☐ 550 Civil Rights
☐ 555 Prison Condition

FORFEITURE/PENALTY
☐ 610 Agriculture
☐ 620 Other Food & Drug
☐ 625 Drug Related Seizure of Property 21 USC 881
☐ 630 Liquor Laws
☐ 640 R.R. & Truck
☐ 650 Airline Regs.
☐ 660 Occupational Safety/Health
☐ 690 Other

LABOR
☐ 710 Fair Labor Standards Act
☐ 720 Labor/Mgmt. Relations
☐ 730 Labor/Mgmt.Reporting & Disclosure Act
☐ 740 Railway Labor Act
☐ 790 Other Labor Litigation
☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
☐ 462 Naturalization Application
☐ 463 Habeas Corpus – Alien Detainee
☐ 465 Other Immigration Actions

BANKRUPTCY
☐ 422 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
☒ 820 Copyrights
☐ 830 Patent
☐ 840 Trademark

SOCIAL SECURITY
☐ 861 HIA (1395ff)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID Title XVI
☐ 865 RSI (405(g))

FEDERAL TAX SUITS
☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
☐ 400 State Reapportionment
☐ 410 Antitrust
☐ 430 Banks and Banking
☐ 450 Commerce
☐ 460 Deportation
☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 480 Consumer Credit
☐ 490 Cable/Sat TV
☐ 810 Selective Service
☐ 850 Securities/Commodities/ Exchange
☐ 875 Customer Challenge 12 USC 3410
☐ 890 Other Statutory Actions
☐ 891 Agricultural Acts
☐ 892 Economic Stabilization Act
☐ 893 Environmental Matters
☐ 894 Energy Allocation Act
☐ 895 Freedom of Information Act
☐ 900Appeal of Fee Determination Under Equal Access to Justice
☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing **(Do not cite jurisdictional statutes unless diversity):**
28 U.S.C. §1338(a) and §1337(a)
Brief description of cause:
Copyright and Lanham Act Violations

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23
DEMAND $1,000,000.00
CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE ______ DOCKET NUMBER ______

DATE 3/4/08 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # 148430 AMOUNT $350 APPLYING IFP ______ JUDGE ______ MAG. JUDGE ______

SEL 3/5/08

American LegalNet, Inc.
www.FormsWorkflow.com

UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

148432 - SH
* * C O P Y * *
March 05, 2008
15:31:59

Civ Fil Non-Pris
USAO #.: 08CV0419
Judge..: JANIS L. SAMMARTINO
Amount.: $350.00 CK
Check#.: BC6920

Total-> $350.00

FROM: SPEEDPLAYC INC V. VICYCLEBUYS.